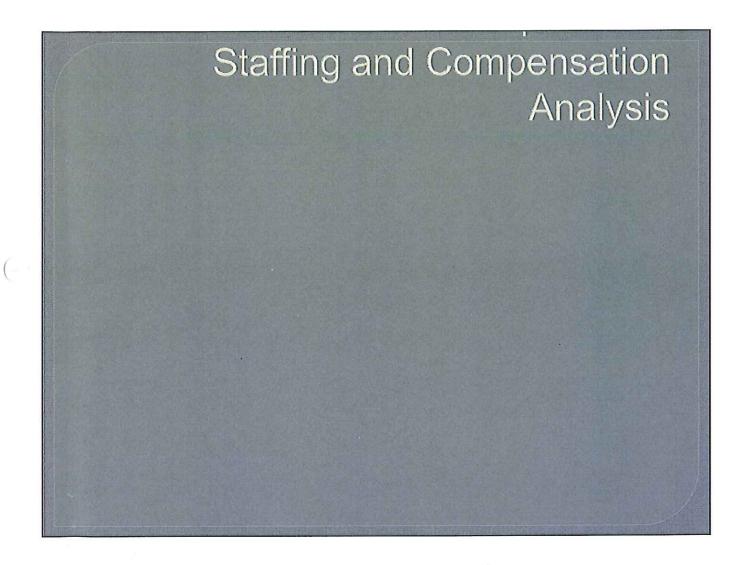
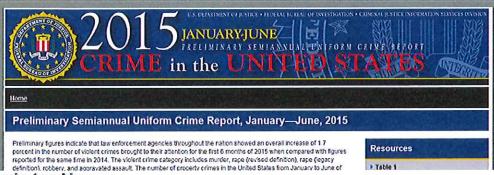
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Caution against ranking

Figures used in this *Report* were submitted voluntarily by law enforcement agencies throughout the country. Individuals using these tabulations are cautioned against drawing conclusions by making direct comparisons between cities. Comparisons lead to simplistic and/or incomplete analyses that often create misleading perceptions adversely affecting communities and their residents. Valid assessments are possible only with careful study and analysis of the range of unique conditions affecting each local law enforcement jurisdiction. It is important to remember that crime is a social problem and, therefore, a concern of the entire community. In addition, the efforts of law enforcement are limited to factors within its control. The data user is, therefore, cautioned against comparing statistical data of individual agencies. Further information on this topic can be obtained in *Uniform Crime Reporting Statistics: Their Proper Use*.

The number of rape incidents reported using the revised definition, as well as the number of rapes submitted using the legacy definition, are included in this report in separate columns in each table. The rape figures for those agencies that changed from reporting rape under the legacy definition in 2014 to the revised definition in 2015 are not included in trend calculations in Tables 1-3, but they are reported in Table 4 for agencies 100,000 and more in population. Please note: Rape data reported for 2014 and 2015 cannot be aggregated by all agencies. Instead, two distinct groups of agencies (mose reporting using the legacy definition and those reporting using the legacy definition on the rest within each group are calculated with fewer agencies than in recent years. Offerses with fewer counts are often sensitive to minor differences when calculating trends. More information about this subject is presented in footnotes and data declarations for each table.

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Indiana Cities Population s between 50k-100k	Population	Number of sworn officers	Number of sworn officers per 1,000 residents	Number of civilian personnel	Number of total personnel per 1,000 residents	Number of violent crimes per 1,000 residents	Number of property crimes per 1,000 residents
Anderson	55,545	109	2.0	17	2.3	3.4	44.8
Bloomington	83,075	100	1.2	44	1.7	3.5	29.7
Carmel	87,555	112	1.3	23	1.5	0.1	9.3
Fishers	85,597	100	1.2	10	1.3	0.2	9.5
Gary	78,013	226	2.9	43	3.4	9.1	51.9
Greenwood	54,345	55	1.0	17	1.3	3.5	35.3
Hammond	78,526	201	2.6	35	3.0	8.1	36.2
Kokomo	56,904	103	1.8	17	2.1	2.8	36.4
Lafayette	70,749	134	1.9	39	2.4	4.9	48.4
Muncie	70,347	102	1.4	6	1.5	3.9	41.2
South Bend	100,853	245	2.4	71	3.1	6.8	47.0
Terre Haute	61,085	130	2.1	9	2.2	3.2	49.3

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City (2014)	Number of sworn officers per 1,000 residents	Number of total personnel per 1,000 residents	Number of violent crimes per 1,000 residents	Number of property crimes per 1,000 residents	Total Number of crimes per 1,000 residents
Anderson	2.0	2.3	3.4	44.8	48.2
Gary	2.9	3.4	9.1	51.9	61.0
Hammond	2.6	3.0	8.1	36.2	44.3
Lafayette	1.9	2.4	4.9	48.4	53.3
Muncie	1.4	1.5	3.9	41.2	45.1
South Bend	2.4	3.1	6.8	47.0	53.8
Terre Haute	2.1	22	3.2	49.3	52.5

City (2014)	Number of sworn officers per 1,000 residents	Number of total personnel per 1,000 residents	Number of violent crimes per 1,000 residents	Number of property crimes per 1,000 residents	Total number of crimes per 1,000 residents
Bloomington	1.2	1.7	3.5	29.7	33.2
Carmel	1.3	1.5	.1	9.3	9.4
Fishers	1.2	1.3	.2	9.5	9.7
Greenwood	1.0	1.3	3.5	35.3	38.8
Kokomo	1.8	2.1	2.8	36.4	39.2

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Base Pay 2008-2016

	2008	2016	Difference	%	Average % per year
Probationary Patrolman	37,873.00	42,180.00	4,307.00	11.37%	1.42%
1st Class Patrolman	40,743.00	46,589.00	5,846.00	14.35%	1.79%

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City of Terre Haute. (2015). Special Ordinance NO. 28, 2015. Terre Haute, IN: Terre Haute City Clerk's Office.

Department (2015)	Base Salary	Longevity	Total Salary
Anderson	47,236.00	4,000.00	51,236.00
Bloomington	51,238.00	2,000.00	53,238.00
Carmel	50,315.00	4,000.00	54,315.00*
Columbus	47,741.00	6,250.00	53,991.00
Fishers	49, 021.00 (5 th year 59,485.00)	4,000.00	53,021.00*
Fort Wayne	52,024.44	2,700.00	54,724.44
Gary	46,804.00	1,700.00	48,504.00
Greenwood	55,905.00	1,500.00	57,405.00
Hammond	57,839.00	3,252.00	61,091.00
Jeffersonville	48,981.70	9,796.00	58,778.04
Kokomo	51,245.00	3,100.00	54,345.00
Merriville	61,000.00	2,000.00	63,000.00
Mishawaka	55,120.00	0	55,120.00
Muncie	44,867.01	2,300.00	47,167.01
New Albany	51,676.20	10,335.24	62,011.44
Portage	51,591.33	1,805.70	53,397.03
South Bend	55,475.00	1,800.00	57,275.00
Terre Haute *2016	46,589.00	8,386.02	54,975.02
		Average	55,199.67

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2014 Overtime

Training	Call-Outs	Subpoenas/Court	Working past shift
3,126 hours	2,404 hours	797 hours	6,181 hours
24.99%	19.51%	6.37%	49.42%

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FILED

AUG 1 2007

CITY CLERK

SPECIAL ORDINANCE NO. 38, 2007

AN ORDINANCE SETTING THE SALARY AND ESTABLISHING CERTAIN BENEFITS FOR THE POLICE DEPARTMENT FOR THE CITY OF TERRE HAUTE, INDIANA FOR 2008, TO TAKE EFFECT ON JANUARY 1, 2008.

BE IT ORDAINED BY the Common Council of the City of Terre Haute, Indiana:

SECTION 1. Commencing January 1, 2008, the following salary schedule shall be in full force and effect for members of the Police Department of the City of Terre Haute, Indiana.

CLERK/TYPIST LEVEL I shall be paid an annual salary of \$28,120.

SECRETARY LEVEL II shall be paid an annual salary of \$29,458.

SECRETARY LEVEL III shall be paid an annual salary of \$30,798.

PARKING VIOLATIONS CLERK shall be paid an annual salary of \$28,120.

POLICE OFFICERS of the rank of Patrolman who have served less than one (1) year from the date of their respective appointments shall be paid an annual salary of \$37,873.

POLICE OFFICERS of the rank of Patrolman who have served more than one (1) year from the date of their respective appointments shall be paid an annual salary of \$40,743.

POLICE OFFICERS of the rank of Corporal shall be paid an annual salary of \$42,219.

POLICE OFFICERS of the rank of Detective shall be paid an annual salary of \$42,219.

POLICE OFFICERS of the rank of Sergeant shall be paid an annual salary of \$44,667.

POLICE OFFICERS of the rank of Lieutenant shall be paid an annual salary of \$46,517.

POLICE OFFICERS of the rank of Captain shall be paid an annual salary of \$48,533.

POLICE OFFICERS of the rank of Assistant Chief shall be paid an annual salary of \$52,223.

POLICE OFFICERS of the rank of Chief shall be paid an annual salary of \$60,257.

SECTION 2. That in addition to salaries set forth in Section 1 of this ordinance, all sworn members of the Police Department or said City, irrespective of rank shall receive additional compensation based on the length and service with said department, in amounts as designated on the following schedule:

- (a) On the first anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (b) On the second anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (c) On the third anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (d) On the fourth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (e) On the fifth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (f) On the sixth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (g) On the seventh anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (h) On the eighth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (i) On the ninth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (j) On the tenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (k) On the eleventh anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (1) On the twelfth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (m) On the thirteenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (n) On the fourteenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (o) On the fifteenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (p) On the sixteenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (q) On the seventeenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (r) On the eighteenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (s) On the nineteenth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (t) On the twentieth anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (u) On the twenty-first anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (v) On the twenty-second anniversary of employment, an additional Seventy Dollars (\$70) per year.
- (w) On the twenty-third anniversary of employment, an additional Seventy Dollars (\$70) per year.

(x) On the twenty- fourth anniversary of employment, an additional Seventy Dollars (\$70) per year.

On the twenty-fifth anniversary of employment, an additional Seventy Dollars (\$70) per year.

Representing a maximum of One Thousand Seven Hundred and Fifty Dollars (\$1,750).

In addition to salaries set forth in Section 1 of this Ordinance, all secretarial and clerical employees of the Police Department shall receive additional compensation based on the length and service completed prior to January 1, 2008 with said department, in amounts as designated on the following schedule:

- (a) On the second anniversary of employment, an additional One Hundred and Ten Dollars (\$110) per year.
- (b) On the fourth anniversary of employment, an additional One Hundred and Ten Dollars (\$110) per year.
- (c) On the sixth anniversary of employment, an additional One Hundred and Ten Dollars (\$110) per year.
- (d) On the eighth anniversary of employment an additional One Hundred and Ten Dollars (\$110) per year.
- (e) On the tenth anniversary of employment an additional One Hundred and Ten Dollars (\$110) per year.
- (f) On the twelfth anniversary of employment an additional One Hundred and Ten Dollars (\$110) per year,
- (g) On the fourteenth anniversary of employment an additional One Hundred and Ten Dollars (\$110) per year.
- (h) On the sixteenth anniversary of employment an additional One Hundred and Ten Dollars (\$110) per year.
- (i) On the eighteenth anniversary of employment an additional One Hundred and Ten Dollars (\$110) per year.
- (j) On the twentieth anniversary of employment an additional One Hundred and Fifty Dollars (\$150) per year.

Representing a maximum of One Thousand One Hundred and Forty Dollars (\$1,140).

SECTION 3. The City of Terre Haute agrees to pay one hundred percent (100%) of the employee's monthly pension requirements, on behalf of all sworn members of the Terre Haute Police Department into their respective pension funds.

SECTION 4. All members of the Terre Haute Police Department shall be entitled to the same number of holidays as afforded all city hall employees as set forth by the Common Council of the City of Terre Haute. Days off or proportionate days off, may be designated by the Chief of the Terre Haute Police Department.

SECTION 5. Commencing January 1, 2008, all sworn Police Officers, after completion of two (2) years active duty with the Terre Haute Police Department, shall be paid a veteran's equipment allowance in the amount of One Thousand One Hundred Twenty Five Dollars (\$1,125). This allowance shall be paid on or before the 15th day of November. This allowance shall be paid in full to all Police Officers that have reached their second (2nd) year anniversary date by the 15th day of November in that calendar year and shall not be prorated. This section applies only to sworn Police Officers of the Terre Haute Police Department.

SECTION 6. Commencing January 1, 2008, all members of the Criminal Investigation Division below the rank of Assistant Chief shall be paid an incentive allowance in the amount of One Thousand Dollars (\$1,000). This allowance shall be paid, on a pro rata basis, on or before the 30th day of November.

SECTION 7. Commencing calendar year 2008, the City of Terre Haute will pay shift differential pay prorated on a monthly basis in a separate check on or before December 15th to all sworn officers as follows:

Hoot Owl Shift	\$1,000.00
Evening Shift	\$ 750.00
Mid Shift	\$ 500.00

SECTION 8. Commencing January 1, 2008, the City of Terre Haute will provide to each full time, permanent employee whose salary is established by this ordinance health and hospitalization insurance coverage through December 31, 2008. The City will pay seventy percent (70%) of the actual monthly premium.

The payment of the sums contemplated herein to be paid by the employee shall be by means of payroll deduction, through the Office of the City Controller of the City of Terre Haute, as insurance premiums are presently deducted in such office.

SECTION 9. Commencing January 1, 2008, the City of Terre Haute will provide to each full time, permanent employee whose salary is established by this ordinance dental insurance coverage through December 31, 2008. The City will pay seventy percent (70%) of the actual monthly premium.

SECTION 10. Commencing January 1, 2008, the City of Terre Haute will provide to each permanent member, whose salary is established by this ordinance, Fifteen Thousand Dollars (\$15,000) of life insurance coverage through December 31, 2008. The City will pay one hundred percent (100%) of the costs of such coverage. Furthermore, commencing January 1, 2008, the City of Terre Haute will provide to each permanent member, whose salary is established by this ordinance, an additional Five Thousand Dollars (\$5,000) of life insurance coverage through December 31, 2008. The City will pay seventy percent (70%) of the costs of such coverage.

<u>SECTION 11</u>. Sworn members of the Terre Haute Police Department shall receive the following vacation schedule:

0 - 1 years	After seven (7) months, one (1) day per month with maximum total
•	off of five (5) vacation days.
l - 5 years	Ten (10) working days
б-10 years	Fifteen (15) working days
11 - 15 years	Twenty (20) working days
16+	Twenty-five (25) working days

Police Officers eligible for more than twenty-five (25) working days of vacation prior to January 1, 2007 will be "grandfathered" at that level of benefit.

Secretarial and Clerical members of the Terre Haute Police Department shall receive the following vacation schedule:

One (1) day per month for a maximum of five (5) days
Ten (10) days
Fifteen (15) days
Twenty (20) days
Twenty-Five (25) days

The City of Terre Haute further agrees that vacation time for a calendar year is to begin on January 1st of that year. An employee's time on the department for eligibility for vacation days shall also be figured on the calendar year and not prorated. If an employee retires at any time in the calendar year that employee will still receive vacation time afforded to them based on years of service in the calendar year (January 1st).

SECTION 12. The City of Terre Haute agrees that all sworn members and secretarial and clerical employees of the Police Department shall receive three (3) personal days to be used at

the member's discretion within one (1) calendar year. Personal days not used by year's end will be forfeited. Furthermore, the City of Terre Haute agrees that any member who is on call and has his/her off-duty actions restricted for fifteen (15) days or more a year, shall receive an additional four (4) personal days for a total of seven (7).

SECTION 13. Sworn members of the Terre Haute Police Department will receive one (1) sick day per month with a cap of ninety (90) sick days. The sick days will accumulate and carry over from year to year. Upon separation of member for any reason, the City of Terre Haute shall buy back one (1) sick day for every three (3) accumulated sick days.

Any member who works three (3) consecutive months without using any sick days will receive one (1) personal day for a maximum of four (4) personal days per year. These days will accumulate and may be carried over from one calendar year to the next. These days are in addition to the member's personal days received in Section 11 of this ordinance.

Secretarial and clerical employees of the Terre Haute Police Department shall receive eight (8) sick days per year with a cap of forty-five (45) sick days. The sick days will accumulate and carry over from year to year.

SECTION 14. The City of Terre Haute will pay one hundred percent (100%) of the monthly premium of a retiree's single employee group health and hospitalization insurance plan, until such time as the employee becomes eligible for Medicare coverage. The retiree may choose another city offered insurance plan (i.e. employee/spouse, employee/children, family), but the retiree will be responsible for paying the difference between the employee only plan and the selected plan. This plan covers retirees under the Indiana State Pension Act for police officers. (I.C. 36-8-8-10).

Spouse/Dependent Benefits: (I.C. 5-10-8-2.2) In the event a police officer shall die while a retirce of the Terre Haute Police Department, and the surviving spouse is not employed and/or does not have other insurance coverage available, his/her spouse and their children shall receive said insurance at the rate of a retired police officer.

Survivor Benefits: (I.C. 5-10-8-2.2) The spouse/dependents of an employee who dies on or after January 1, 2002, while being an employee of the City of Terre Haute shall be eligible to continue the City insurance with a single plan at the cost of One Dollar (\$1) per month.

SECTION 15. Overtime or additional pay can be paid to members of the Terre Haute Police Department for work performed in time of emergencies. Said pay must be requested by the Department Head of said employee or employees or the Mayor and approved by the Board of

Public Works.

<u>SECTION 16</u>. The salaries of all members of the Police Department of the City of Terre Haute shall be fixed on an annual basis, but the salaries shall be paid semi-monthly in a manner established by the Board of Public Works.

SECTION 17. The illegality or invalidity, for any reason, of any of the sections of this ordinance, or parts thereof, shall invalidate only such sections or sections as are so determined to be illegal or invalid, any such invalidity shall have no effect on the remaining sections of this ordinance.

SECTION 18. Contract items other than those set forth above are covered by a Contract entered into by, members of the Terre Haute Police Department, and the Board of Public Works for the City of Terre Haute.

SECTION 19. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 20. This ordinance shall be in full force and effect from and after the date of its passage according to law and shall be effective as in the salaries and benefits provided on and for January 1, 2008.

Introduced by:	George Azar, Councilman
Passed in open Council this 13 day of Sep	otember, 2007.
TC	James P. Chalos, President
ATTEST Mules Hauley	Charles P. Hanley, City Clerk
Presented by me to the Mayor this	September, 2007.
Charles Stanley	Charles P. Hanley, City Clerk

Approved by me, the Mayor, this 13 day of Scotember	, 2007.
Kevin D. Bu	rke, Mayor
ATTEST: Charles P. Hanley,	City Clerk

CITY CLERK

SPECIAL ORDINANCE NO. 28, 2015

AN ORDINANCE SETTING THE SALARY AND ESTABLISHING CERTAIN BENEFITS FOR THE POLICE DEPARTMENT FOR THE CITY OF TERRE HAUTE, INDIANA FOR 2016, TO TAKE EFFECT ON JANUARY 1, 2016.

BE IT ORDAINED BY the Common Council of the City of Terre Haute, Indiana:

SECTION 1. Commencing January 1, 2016 the following salary schedule shall be in full force and effect for members of the Police Department of the City of Terre Haute, Indiana. The base salary amounts listed below for the uniformed officers include the One Thousand One Hundred Twenty Five Dollar (\$1,125.00) veteran's pay allowance.

POLICE OFFICERS of the rank of Patrolman who have served less than one (1) year from the date of their respective appointments shall be paid an annual salary of \$42,180.

POLICE OFFICERS of the rank of Patrolman who have served more than one (1) year from the date of their respective appointments shall be paid an annual salary of \$46,589.

POLICE OFFICERS of the rank of Corporal shall be paid an annual salary of \$48,232 plus \$1,000 incentive allowance if working as a Detective.

POLICE OFFICERS of the rank of Detective shall be paid an annual salary of \$48,232 plus \$1,000 incentive allowance.

POLICE OFFICERS of the rank of Sergeant shall be paid an annual salary of \$50,959 plus \$1,000 incentive allowance if working as a Detective.

POLICE OFFICERS of the rank of Lieutenant shall be paid an annual salary of \$53,018 plus \$1,000 incentive allowance if working as a Detective.

POLICE OFFICERS of the rank of Captain shall be paid an annual salary of \$55,297 plus \$1,000 incentive allowance if working as a Detective.

POLICE OFFICERS of the rank of Assistant Chief shall be paid an annual salary of \$59,374.

POLICE OFFICERS of the rank of Chief shall be paid an annual salary of \$68,321.

SECTION 2. City of Terre Haute shall pay an annual cash allowance of Five Hundred Dollars (\$500.00) to each uniformed officer to be used for uniforms, clothing, and equipment (excluding body armor). One (1) individual within the Department shall serve as Indiana Data & Communication Service (IDACS) Coordinator and shall receive an annual allowance of One Thousand Five Hundred Dollars (\$1,500.00). One (1) individual within the Department shall

serve as the Indiana Data & Communication Service (IDACS) Assistant Coordinator and shall receive an annual allowance of One Thousand Dollars (\$1,000.00). These allowances will not be included in the calculation of base pay and will be paid on November 5, 2016.

SECTION 3. Sworn members of the Terre Haute Police Department will receive one (1) sick day per month with a cap of ninety (90) sick days. The sick days will accumulate and carry over from year to year. Upon separation of member for any reason, the City of Terre Haute shall buy back all accumulated sick days.

Any member who works two (2) consecutive months without using any sick days will receive one (1) reward day for a maximum of six (6) reward days per year. These days will accumulate and may be carried over from one calendar year to the next. These days are in addition to the member's personal days received in Section 11 of this ordinance. The City shall buy back one (1) reward day for every sixteen (16) hours accumulated when the member separates from employment.

SECTION 4. The City of Terre Haute agrees that all sworn members of the Police Department shall receive thirty-two (32) hours personal time to be used at the member's discretion within one (1) calendar year. Personal days not used by year's end will be forfeited. Furthermore, the City of Terre Haute agrees that any member who is on call and has his/her off-duty actions restricted for fifteen (15) days or more a year, shall receive an additional thirty-two (32) hours personal time for a total of sixty-four (64) hours per year.

SECTION 5. All members of the Terre Haute Police Department shall be entitled to the same number of holidays as afforded all city hall employees as set forth by the Common Council of the City of Terre Haute.

<u>SECTION 6</u>. Sworn members of the Terre Haute Police Department shall receive the following vacation schedule:

0 - 1 years	After seven (7) months, one (1) day per month with maximum total off of forty (40) vacation hours.
1 - 5 years 6 -10 years 11 - 15 years 16 - 20 years 21 years +	Eighty (80) hours One Hundred Twenty (120) hours One Hundred Sixty (160) hours Two Hundred (200) hours Two Hundred Forty (240) hours

Police Officers shall be entitled to carry over a total of One Hundred Twenty (120) vacation hours from year to year, with a maximum accumulation of Two Hundred Forty (240) carry over hours.

SECTION 7. That in addition to salaries set forth in Section 1 of this ordinance, all

sworn members of the Police Department or said City, irrespective of rank shall receive additional compensation based on the length and service with said department, in amounts as designated on the following schedule:

- (a) On the first anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (b) On the second anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (c) On the third anniversary of employment, an additional 1 Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (d) On the fourth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (e) On the fifth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (f) On the sixth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (g) On the seventh anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (h) On the eighth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (i) On the ninth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (j) On the tenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (k) On the eleventh anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (l) On the twelfth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (m) On the thirteenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (n) On the fourteenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (o) On the fifteenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (p) On the sixteenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (q) On the seventeenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (r) On the eighteenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (s) On the nineteenth anniversary of employment, an additional Four Hundred Nineteen Dollars and 30/100 (\$419.30) per year.
- (t) On the twentieth anniversary of employment, an additional Four Hundred Nineteen

Dollars and 30/100 (\$419.30) per year.

Representing a maximum of Eight Thousand Three Hundred Eighty Six Dollars and Two Cents (\$8,386.02).

SECTION 8. Commencing calendar year 2016 the City of Terre Haute will pay shift differential pay prorated on a monthly basis in a separate check on or before December 15th to all sworn officers as follows:

Hoot Owl Shift	\$1,000.00
Evening Shift	\$ 750.00
Mid Shift	\$ 500.00

SECTION 9. Commencing January 1, 2016, the City of Terre Haute will provide to each full time, permanent employee whose salary is established by this ordinance health and hospitalization insurance coverage through December 31, 2016. The City will pay Seventy percent (70%) of the actual monthly premium.

The payment of the sums contemplated herein to be paid by the employee shall be by means of payroll deduction, through the Office of the City Controller of the City of Terre Haute, as insurance premiums are presently deducted in such office.

SECTION 10. Commencing January 1, 2016, the City of Terre Haute will provide to each full time, permanent employee whose salary is established by this ordinance dental insurance coverage through December 31, 2016. The City will pay Seventy percent (70%) of the actual monthly premium.

SECTION 11. Commencing January 1, 2016, the City of Terre Haute will provide to each permanent member, whose salary is established by this ordinance, Twenty Five Thousand Dollars (\$25,000.00) of life insurance coverage through December 31, 2016 and Ten Thousand Dollar (\$10,000.00) line of duty death benefit. The City will pay one hundred percent (100%) of the costs of such coverages.

SECTION 12. The City of Terre Haute will pay one hundred percent (100%) of the monthly premium of a retiree's single employee group health and hospitalization insurance plan, until such time as the employee becomes eligible for Medicare coverage. The retiree may choose another city offered insurance plan (i.e. employee/spouse, employee/children, family), but the retiree will be responsible for paying the difference between the employee only plan and the selected plan. This plan covers retirees under the Indiana State Pension Act for police officers. (I.C. 36-8-8-10).

Spouse/Dependent Benefits: (I.C. 5-10-8-2.2) In the event a police officer shall die while a retiree of the Terre Haute Police Department, and the surviving spouse is not employed

and/or does not have other insurance coverage available, his/her spouse and their children shall receive said insurance at the rate of a retired police officer.

SECTION 13. City of Terre Haute shall provide and pay One Hundred Percent (100%) of the cost of an annual physical for all sworn members of the Police Department who elect to have one, in conjunction with any required physical testing implemented by the administration.

SECTION 14. The City of Terre Haute agrees to pay one hundred percent (100%) of the employee's monthly pension requirements, on behalf of all sworn members of the Terre Haute Police Department into their respective pension funds.

SECTION 15. Overtime or additional pay can be paid to members of the Terre Haute Police Department for work performed in time of emergencies. Said pay must be requested by the Department Head of said employee or employees or the Mayor and approved by the Board of Public Works.

<u>SECTION 16</u>. The salaries of all members of the Police Department of the City of Terre Haute shall be fixed on an annual basis, but the salaries shall be paid bi-weekly in a manner established by the Board of Public Works.

SECTION 17. The illegality or invalidity, for any reason, of any of the sections of this ordinance, or parts thereof, shall invalidate only such sections or sections as are so determined to be illegal or invalid, any such invalidity shall have no effect on the remaining sections of this ordinance.

SECTION 18. Contract items other than those set forth above are covered by a Contract entered into by, members of the Terre Haute Police Department, and the Board of Public Works for the City of Terre Haute.

SECTION 19. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 20.	This ordinance shall be in full force and effect from and after the date of
its passage according	to law and shall be effective as in the salaries and benefits provided on and
for January 1, 2016.	
Introduced by	A Don Morris Councilman

Passed in open Council this day of OCTODEC , 2015

John Mullican, President

ATTEST: Charles P. Hanley, City Clerk
Presented by me to the Mayor this 9th day of 0ctober , 2015.
Charles P. Hanley, City Clerk
Approved by me, the Mayor, this GOT day of OCTOBER, 2015.
Duke A. Bennett, Mayor
ATTEST: Charles P. Hanley, City Clerk

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TERRE HAUTE POLICE DEPARTMENT MARCH 1, 2016

41	Barnett	David	Capt	#47	9/20/1976	53	Funkhouser	Scott	Sat	#177	6/10/1999	105	Bogard	Grant	Ptl.	#248	8/16/2012
	Seifers	Harold	Sgt.		9/20/1976		Pearce	Joseph	Sgt.	#178	6/10/1999		Howson	Tell	Ptl.	#249	8/16/2012
	Loudermilk		Capt.		10/5/1979		Loudermilk	Aaron		#179	6/10/1999		Cooley	Darryl	Ptl.	#250	8/16/2012
		William	Sgt.		8/14/1980	-	Sparks	Jeremy	-	#180	6/10/1999		Walker	Ivan	Ptl.	#251	8/16/2012
_		Ronald		#73	2/2/1981		Shook	Gary	Lt.	#181	6/10/1999		Mazzon	Anthony	Ptl.	#253	8/1/2013
			Cpl.		9/22/1981		Baker	Bryan	Ptl.	#182	12/13/1999		Alexander	Christopher		#254	8/1/2013
		Arthur	COP		10/17/1985		Lemke	Theodore	Sgt.	#183	2/14/2000		Bales	Jeremy	Ptl.	#255	8/1/2013
_	Plasse	John					Ellerman	Michael		#185	9/15/2000		Sanders	Lance	Ptl.	#256	8/1/2013
		Pete	Sgt.		6/10/1986	-		Jason		#186	9/15/2000		Loudermilk	Joshua	Ptl.	#257	8/1/2013
	Trotter	Jeff	Det. Sgt.		1/2/1987		Czupryn Davis	Troy		#187	9/15/2000		Plasse	Ryan	Ptl.	#259	5/16/2014
		Denzil				1,550,000	Sweatt	Jonathan	Ptl.	#188	9/15/2000		Pupilli	Jeffrey	Ptl.	#260	5/16/2014
_		Keith	Det.		7/21/1987			Kenneth	Det.	#189	9/15/2000		Sears	Clifford	Ptl.	#261	5/16/2014
		Edward		#102	7/21/1987		Murphy	Kayle		#190	9/15/2000		Hall	Brian	Ptl.	#262	7/31/2014
		David		#108	1/13/1988		Pickens			#190	10/1/2001		James	Alan	Ptl.	#263	7/31/2014
		John		#113	9/20/1988		Lockard	Stephen		#191	12/17/2001		Noel	Adam	Ptl.	#264	7/31/2014
		William		#114			Vandevender	Jonathan							Ptl.	#266	9/1/2015
		Darren		#117	5/22/1989		Richardson	Jimmie Jr		#193	12/17/2001		Brentlinger Wallace	Joseph	Ptl.	#267	9/1/2015
_		Charles		#119	5/22/1989		Blunk	Dale	Sgt.	#194	12/17/2001		Ciolli	Lucas Nicholas	Pti.	#268	9/1/2015
	McCammon			#120	5/22/1989		Pitts	Robert	Ptl.	#196	12/17/2001			and the second s	Pti.	#268	9/1/2015
	Weinzapfel		Lt.	#122	5/22/1989		Pesavento	Troy		#197	5/3/2002		Goldner Mullinix	Joshua Elliott	Pti.	#209	9/1/2015
		Marc		#123	2/20/1990		Heaton	Brent	Det.	#198	3/31/2003				Ptl.	#271	12/1/2015
	Gallion	John		#124	2/20/1990		Mikuly	Michael	Lt.	#199	3/31/2003		Tidd	Cody			12/1/2015
_		Peter	Ptl.	#125	2/20/1990		Carrera	Christopher		#202	3/31/2003		Low	Jacob	Ptl.		
		Brent		#128	5/14/1991	_	Loudermilk	Adam	Ptl.	#203	6/1/2004	12/	Gibbs	Jardale	Ptl.	#213	12/1/2015
		Greg		#129	5/14/1991		Phillips	Marc	Sgt.	#206	1/18/2005				_		
_		Kurt		#132	5/14/1991		Adamson	Ryan	Ptl.	#207	1/18/2005				-		
		Peter		#134	1/2/1992		Newman	Bradley	Ptl.	#213	12/5/2005				-		
				#135	1/2/1992	_	Birchfield	Bradley	Sgt.	#214	3/1/2006					1	
	and the second s			#139	10/5/1992		Kurdelak II	Gerald	Ptl.	#217	8/16/2006						
		Starla		#140	10/5/1992		Ribolla	James	Ptl.	#218	9/25/2006						
		David		#141	10/19/1992		Hamm	Leslie	Det.	#219	1/17/2007						
		Kevin		#144	11/29/1993		Walker	Daniel	Ptl.	#221	4/16/2007						
			Sgt.		11/29/1993		Rains	Matthew	Ptl.	#222	9/14/2007						
			Det.		11/29/1993		Ralston	Philip	Ptl.	#223	9/14/2007						
34	Manley			#150	11/29/1993	15	Eldred	Eric	Ptl.	#224	9/14/2007						
				#151	11/29/1993		French	Michael	Ptl.	#225	1/16/2008						
36	Schneider	James	Sgt.	#153	11/29/1993		Marshall	Scott	Ptl.	#227	7/23/2008						
		Todd		#154	12/7/1993		Sears	Justin		#228	12/8/2008						
38				#155	11/3/1995		Huebner	Devon		#230	12/8/2008	L Y					
39	Mosbarger	Gregory		#158	11/3/1995		Minnick	D Mark		#232	12/8/2008						
		Scott	Sgt.	#159	11/3/1995		Chesshir	Travis		#234	1/20/2010						
41	Thompson			#160	11/3/1995		Scott Jr.	Sanford		#235	1/20/2010						
42	Billberry	Vincent		#162	11/9/1995		Chambers	Jesse	Ptl.	#236	1/20/2010						
43		Rick	Det.	#163	11/9/1995		Bourbeau	Brian		#237	1/20/2010			-			
		Christian	Sgt.	#164	11/9/1995	96	Coffman	Brittany	Ptl.	#238	3/1/2010						
45	Plety	Julia		#167	12/3/1996	97	Toney		Det.	#240	6/15/2011						
46	Burress	Charles	Sgt.	#168	1/31/1997	98	Atterson		Ptl.	#241	6/15/2011	- 1					
			Det.		1/31/1997	99	Goldner	John	Ptl.	#242	6/15/2011				5		
				#170	4/29/1998	100	Lafave	Daniel	Ptl.	#243	9/1/2011					*	
				#172	4/29/1998	101	Bahr	Marcia	Det.	#244	9/1/2011						
				#173	4/29/1998		Brewer			#245	9/1/2011						
	Armentrout			#175	4/29/1998	103	Toney	Benjamin	Ptl.	#246	12/1/2011						
-	Brentlinger			#176		-				#247	12/1/2011						

City of Terre Haute Departmental Statement of Activities

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City of Terre Haute Departmental Statement of Activities

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0101 0017 GF\POLICE DEPARTMENT X

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	50,000.00 337,500.00	24,331.40	0101-0017-01-412.200 CLERK/TYPIST LEVEL I
0	50,000.00	103,581.28	
		.00	
.00 43,000.00	43,000.00	7,768.92	OLDI-0017-01-412.091 CID INCENTIVE PAY
_00 506,350.00	506,350.00	126,430.75	
0	9,000.00	1.730.70	
.00 31,631.00	31,631.00	6,082.85	
0 2,9	2,981,696.00	557,806.11	
.00 1.254.032.00	1,254,032.00	237,455,78	
	144,696.00	27,826.05	0101-0017-01-412.056 CORPORAL
0 1.	1,172,057.00	225,395.40	
	265,090.00	55,545,97	0101-0017-01-412.054 LIEUTENANT
. 0	276,485.00	42,536.00	0101-0017-01-412.053 CAPTAIN
. 6	118,748.00	23,524.34	0101-0017-01-412.052 ASSISTANT CHIEF - POLICE
6	68,321.00	11,809.68	0101-0017-01-412.051 CHIEF OF POLICE
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2 T + 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
. 00	.8	15.771.80	Total Revenue
	7 4 F F F F F F F F F F F F F F F F F F	 	
.00	.00	15,771.80	0101-0017-00 GENERAL POLICE DEPARTMENT
.00	.00	1.734.72	0101-0017-00-390.010 OTHER REVENUE
.00	-00	14.037.08	0101-0017-00-342-025 OVERTIME REIMBURSEMENTS
<i>(</i>)	Budget	Actual	Acct Num
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al year thru period ending 03/31/20 Appropriations/ Total Revised Transfers Budget .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00	Fisc		Original Budget .00 .00 .00 .00 .10 .00 .00 .00 .00 .00

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Departmental Statement of Activities City of Terre Haute

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0101 0017 GF\POLICE DEPARTMENT X 0101-0017-02-423-015 REPAIR SUPPLIES 0101-0017-02-422.010 GASOLINE 0101-0017-02-422.005 OPERATING SUPPLIES 0101-0017-02-421.030 AWARDS Acct 0101-0017-03-436.030 WATER UTILITY 0101-0017-03-433.020 POSTAGE 0101-0017-03-432.060 MEDICAL-SURGICAL-DENTAL 0101-0017-03-432.020 INSTRUCTION 0101-0017-03-432-010 0101-0017-03-432,006 SCH00L SECURITY 0101-0017-02 GENERAL 0101-0017-02-429.010 PHOTO & LAB 0101-0017-02-421.010 OFFICE SUPPLIES 0101-0017-03-439.179 0101-0017-03-437.030 VEHICLE REPAIR & MAINTENANCE 0101-0017-03-434-010 PRINTING 0101-0017-03-436-010 ELECTRIC UTILITY 0101-0017-03-433.030 TRAVEL Net revenue over (under) expenses 0101-0017-04 GENERAL POLICE DEPARTMENT BUILDINGS 0101-0017-04-444.010 PURCHASE OF EQUIPMENT 0101-0017-04-450.554 TRAINING SITE 0101-0017-03-439.202 0101-0017-03-439.186 0101-0017-03-439.178 0101-0017-03-436.020 iotal Expenditure Z CRIME CONTROL INTEREST ON NOTE PRINCIPAL ON NOTE GAS UTILITY SERVICES CONTRACTUAL POLICE DEPARTMENT SUPPLIES POLICE DEPARTMENT PROFESSIONA CIVIC PROMOTIONS (2,210,486,46) Year-to-Date 2.226,258.26 2.519.20 20.641.69 7.454.70 5.071.79 35.742.21 1.500.00 5.000.00 40.876.68 .00 8.429.39 11.599.00 549.45 6.762.61 768.93 483.80 5.371.67 Actual .00 923.72 923.72 120.33 291.50 54.83 .00 88 (12,145,383,00) 12,145,383.00 19,000.00 300.000.00 40.000.00 8,500.00 373,500.00 190.000.00
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10.000.00 5,000.00 500.00 5,500.00 5,000.00 Or igina] Budget Fiscal year thru period ending 03/31/2016 Appropriations/ Transfers g 988 (12,145,383.00) Total Revised 12.145,383.00 \$,000.00 1,000.00 19,000.00 300,000.00 40,000.00 8,500.00 373,500.00 190.000.00
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> City of Terre Haute Departmental Statement of Activities

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City of Terre Haute Departmental Statement of Activities

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0101 0041 ENVIRONMENTAL PROTECTION DEPT

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.17	286,573.41	344,968.00	.00	344,968.00	58,394,59	Total Expenditure
.00	1,260.00 2,000.00 12,734.90	2,000.00 2,000.00 14,000.00		2,000.00 2,000.00 14,000.00	740.00 .00 1.265.10	0101-0041-03-437.010 EQUIPMENT REPAIR & MAINTENANC 0101-0041-03-437.030 VEHICLE REPAIR & MAINTENANCE 0101-0041-03 GENERAL ENVIRONMENTAL PROTECTION DEPT
	1.000.00	1,000.00	: 8 8	1,000.00	.08	
.26	1,474.90	2,000.00	.00	2,000.00	525.10	
.13	20,556.40	23,500.00	.00	23,500.00	2,943.60	0101-0041-02 GENERAL ENVIRONMENTAL PROTECTION DEPT
.16	2.929.15	3,500.00	,00	3,500.00	570.85	
. 029 209	2,849_01 13,778.24	4,000_00 15,000_00		4,000.00 15,000.00	1,150,99 1,221,76	0101-0041-02-422.005
.00	1.000.00	1,000.00	.00	1.000.00	•00	
.18	253,282.11	307.468.00	-00	307.468.00	54,185,89	0101-0041-01 GENERAL ENVIRONMENTAL PROTECTION DEPT
.19	18,051.15	22,349.00	.00	22,349.00	4,297,85	0101-0041-01-413.060 EMPLOYER PERF
-24	412.62	540.00	-00	540.00	127.38	
.25	1,504.55	2,000.00	.00	2,000.00	495.45	
.17	21,698,90	26,000.00	.00	26,000.00	4,301.10	
.17	2,876.01	3.456.00	_00	3,456.00	579.99	
.17	12,297.08	14,777.00	-00	14,777.00	2,479.92	~
.25	1,350.00	1,800.00	.00	1,800.00	450.00	
.19	29.085.00	36,010.00	.00	36,010.00	6.925.00	ENVIRONMENTAL PROTECTION
.19	106.638.00	132,028.00	,00	132,028.00	25,390.00	
.00	12,000.00	12,000.00	-00	12,000.00	.00	0101-0041-01-412.129 OVERTIME
.12	21.920.00	25,000.00	.00	25,000.00	3,080.00	0101-0041-01-412.105 PART-TIME EMPLOYEES
_19	25,448,80	31,508.00	.00	31,508.00	6,059.20	0101-0041-01-412.018 CLERK/TYPIST
Used	Remaining	Budget	Transfers	Budget	Actual	Acet Num
Percentage	Amount	d ending 03/31/2016 Total Revised	Fiscal year thru period Appropriations/	Priginal F	Year-to-Date	
		•				:



JiM Schneider Horywrfile

August 2, 2012

City of Terre Haute Robin A. Drummy 17 Harding Avenue Terre Haute, IN 47807

Re: Lease Agreement

Dear Robin:

Enclosed you will find a fully executed copy of the lease agreement for the financing of Twenty One (21) Dodge Charger Police Cars for your files. If you have any questions regarding these documents, please do not hesitate to contact me.

We appreciate the opportunity to work with you on this lease and will look forward to the next time we can be of service to you. I have enclosed a business card for Dave Fike as quick reference for your future financing requests.

In accordance with the provisions of the lease agreement we have assigned this transaction to one of our funding partners, Wells Fargo Equipment Finance, Inc.. They will be your contact for payments, titling and insurance questions going forward on the above referenced lease.

All future payments should be sent to:

Wells Fargo Equipment Finance, Inc.

RE Lease # TER2012-07

733 Marquette Avenue, Suite 700

Minneapolis, MN 55402

At Community Leasing Partners we strive to provide each customer with the highest level of service and believe we can only get better if we listen to our customers. If you would like to provide any feedback on your experience with us we would welcome your comments or suggestions. Please email Blake Kaus at blakekaus@clpusa.net or contact him via phone at 888.777.7850. Your information will be kept confidential unless you indicate otherwise.

Thank you for choosing Community Leasing Partners!

Sincerely,

canyin schimat

Leasing Operations & Sales Associate

Enclosures

ARTICLE II. DEFINITIONS

Section 2,01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in an Acceptance Certificate substantially in the form of Exhibit D hereto, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited by Lessor for that purpose with an escrow agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) If none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in to and under that Schedule has been assigned pursuant to Section 9.01, the assigned bursuant to Section 9.01.

in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end-of-the Original Term and at the end of each Renewal-Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to Section 4.06 or Section 5.04. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to Section 4.06, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by

Lessor.

<u>Section 3.04. Conditions to Lessor's Performance under Schedules.</u> As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;

(d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of Improvements or additions to the Equipment, Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lesse Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's Income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably regulred by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss, Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority. Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03: Insufficiency of Net Proceeds: If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT
Section 8.01. Disclaimer of Warranties, LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR
REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR
PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee

shall not be in default hereunder, to assert from time to time whatever claims and rights, including warrantles of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timety payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage,

auctioneer's or attorney's fees) shall be applied as follows:

If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement (b) related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices, All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered

or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 11.06. Execution in Counterparts: Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duty authorized representatives listed below.

Lease No. TER2012-07

LESSEE: City of Terre Haute

Signature

Signature

Robert Murray, President

Print Name and Title Board of Public Works and Safety City of Terre Haute, Indiana

Kaus, Vice President Blake J

LESSOR: Community First National Bank

Print Name and Title

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 6/1/2012, to Master Equipment Lease Purchase Agreement, dated as of 6/1/2012, between Community First National Bank, as Lessor, and City of Terre Haute, as Lessee.

Lease Number: TER2012-07

Twenty One (21) Dodge Charger Police Cars

	Year	VIN#
1	2012	2C3CDXAG5CH264745 ·
2	2012	2C3CDXAG2CH264752
3	2012	2C3CDXAG5CH264759
4	2012 1	2C3CDXAG9CH264747
5	2012	2C3CDXAG8CH264755
6	2012	2C3CDXAG6CH264754
7	2012	2C3CDXAG3CH264744
8	2012	2C3CDXAG5CH264762
9	2012	2C3CDXAG2CH264749
10	2012	2C3CDXAG1CH264760
11	2012	2C3CDXAG4CH264753
12	2012	2C3CDXAG7CH264763
13	2012	2C3CDXAG3CH264758
14	2012	2C3CDXAG7CH264746
15	2012	2C3CDXAGICH264757
16	2012	2C3CDXAG9CH264750
17	2012	2C3CDXAGOCH264751
18	2012	2C3CDXAG0CH264748 —
19	2012	2C3CDXAGXCH264756
20	2012	2C3CDXATOCH271972
21	2012	2C3CDXAGOCH264748

together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Terre Haute Police Department	
1211 Wabash Avenue	
Terre Haute IN 47807	
	1211 Wabash Avenue

ESSEE: City of Terre Haute

Signáture

RobertaMorray, President

Print Name and Title

Board of Public Works and Safety City of Terre Haute, Indiana

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations ► Under Internal Revenue Code section 149(e) ► See separate Instructions.

Department of the Treasury Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

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